

**TRAILER TRAIN
COMPANY**

101 NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606
(312) 853-3223

DIRECT LINE: (312) 984-3821

THOMAS D. MARION
TREASURER

December 15, 1988

VIA FEDERAL EXPRESS

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitutional Avenue, N.W.
Room 2303
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Submitted herewith for filing and recording under 49 U.S.C.,
Section 11303(a) and the regulations promulgated thereunder are
three (3) fully executed documents as follows:

Supplemental Agreement No. 1 dated as of December 12,
1988, a secondary document supplementing the Conditional
Sale Agreement dated as of October 1, 1979.

Parties to this transaction are as follows:

Trailer Train Company (Vendee)
101 North Wacker Drive
Chicago, Illinois 60606

Mercantile-Safe Deposit & Trust Co. (Vendor)
Two Hopkins Plaza
Baltimore, Maryland 21203

The general description of the equipment is as follows:

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Units</u>	<u>Marked*</u>	<u>Numbered</u>
five-unit articulated contained well car (100-ton)	FC	12	DTTX	61504,61506 61509,61510 61512-61517 61520,61522

- * All units will have marked on each side the following
legend, "Ownership Subject to a Security Agreement Filed
with the Interstate Commerce Commission".

8-351A103
No. 1063-10
Date DEC 16 1988
Fee \$ 52.00 (4)

DEC 16 1988 12-15 PM
RECORDATION NO. 11063-C
Filed 1425

DEC 16 12 53 PM '88
FBI - CHICAGO

Honorable Noretta R. McGee
December 15, 1988

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Enclosed is our check in the amount of \$13.00 to cover filing fees.

Prior recordings pertaining to this Supplemental Agreement No. 1 being recorded are as follows:

- (1) Conditional Sale Agreement dated October 1, 1979, recorded on November 19, 1979, at 2:30 PM, recordation number 11063.
- (2) Amendment Agreement dated December 15, 1979, recorded on December 26, 1979, at 3:50 PM, recordation number 11063-A.
- (3) Amendment Agreement dated as of January 15, 1980, recorded on January 22, 1980, at 1:30 PM, recordation number 11063-B.

As short summary of this Supplemental Agreement No. 1 to appear in the Index is as follows:

"Supplemental Agreement No. 1 to the Conditional Sale Agreement dated December 12, 1988, substituting 12 five-unit articulated container well cars numbered 61504, 61506, 61509, 61510, 61520, 61522 and 61512-61517 (inclusive)."

Once the filing has been made, please retain one copy and return the remaining stamped counterparts to me via certified mail.

Very truly yours,



TDM/ald
Enclosures

P.S. Ms. Mildred Lee - Please call Dean Holmes at 312/984-3747 as soon as this agreement is recorded advising him of the recordation number, date and time. Thank you very much.

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/16/88

Thomas D. Marion
Trailer Train Company
101 North Wacker Drive
Chicago, IL 60606

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/16/88 at 12:45PM, and assigned recordation number(s). 15804-B, 9994-B, 10786-B & 11063-C

Sincerely yours,

Norita L. McLee

Secretary

Enclosure(s)

DEC 6 1988 12-15 AM

RECORDATION NO. 11063-1425

SUPPLEMENTAL AGREEMENT NO. 1 dated as of December 12, 1988, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (hereinafter called the "Vendor"), and TRAILER TRAIN COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Vendee").

WHEREAS, the Vendor and the Vendee have entered into a Conditional Sale Agreement dated as of October 1, 1979, (hereinafter called the "CSA"), which was recorded with the Interstate Commerce Commission on November 19, 1979, pursuant to 49 U.S.C. 11303, providing for the financing of certain equipment as set forth therein;

WHEREAS, in compliance with Article 8 of the CSA, funds were deposited by the Vendee with the Vendor for the equipment described in Schedule A attached hereto previously declared destroyed by the Vendee (said destroyed equipment hereinafter called "Destroyed Equipment"); and

WHEREAS, the Vendee desires to have the funds so deposited used to purchase the equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment") as provided in Article 8 of the CSA.

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT NO. 1 WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Vendee by the Vendor and is no longer subject to the terms and conditions of the CSA.

The Substituted Equipment is hereby subject to the terms and conditions of the CSA.

Except as herein amended, the CSA remains in full force and effect.

The Vendee will cause this Supplemental Agreement No. 1 to be recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303.

This Supplemental Agreement No. 1 will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Vendor and the Vendee, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

ATTEST:

A. J. Lincoln
CORPORATE TRUST OFFICER

By:

J. P. Shaw
VICE PRESIDENT

TRAILER TRAIN COMPANY

ATTEST:

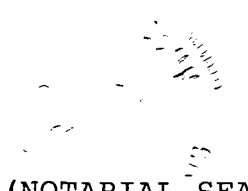
A. J. Barton
Assistant Secretary

By:

T. D. Maroon
Treasurer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 13th day of December, 1988, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Patricia A. Conn
Notary Public

(NOTARIAL SEAL)

MY COMMISSION EXPIRES JULY 1, 1990

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 14th day of December, 1988, before me personally appeared Thomas D. Marion, to me personally known, who, being by me duly sworn, says that he is the Treasurer of TRAILER TRAIN COMPANY, that one of seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John G. Rainsford
Notary Public

(NOTARIAL SEAL)

"OFFICIAL SEAL"
John G. Rainsford
Notary Public, State of Illinois
My Commission Expires 10/1/90

SCHEDULE A

Conditional Sale Agreement dated as of October 1, 1979
Destroyed Equipment

<u>Car Number</u>	<u>"Value"</u>
81918	\$ 35,298.00
81941	28,238.40
922104	25,616.70
922197	32,020.88
942760	25,126.67
942835	19,542.96
981933	41,200.00
981976	24,033.33
982043	24,033.33
982073	24,033.33
982108	27,466.67
982119	24,033.33
982184	27,466.67
982190	52,181.24
982230	52,201.57
982276	44,633.33
982314	24,033.33
982386	37,766.67
982389	24,033.33
982396	27,466.67
982436	24,033.33
982449	37,766.67
982476	37,766.67
990400	33,058.89
990515	39,670.66
990573	36,364.78
990586	26,447.11
990600	50,107.30
990624	33,058.89
990653	36,364.78
990772	42,976.55
990792	33,058.89
990802	23,141.22
990827	26,447.11
990836	23,141.22
990841	42,976.55
990926	23,141.22
990939	39,670.66
990942	20,470.69 **
TOTAL	<u>\$1,250,089.60</u>

** Partial

SCHEDULE B

CONDITIONAL SALES AGREEMENT, DATED AS OF 10/01/79
SUBSTITUTED EQUIPMENT

BUILDER /CAR TYPE	CAR NUMBER	CAR INITIAL	ORIGINAL COST	(A)	(B)	# YEARS USE FROM (A) TO (B)	"VALUE" **
				MONTH / YEAR FIRST PUT INTO USE	DATE OF TRANSFER TO TRUSTEE		
THRALL CAR MANUFACTURING COMPANY:	61504	DTTX	141,204.00	11/84	01/03/89	4	\$ 103,549.60
FIVE-UNIT ARTICULATED CONTAINER	61506	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
WELL CARS EQUIPPED WITH	61509	DTTX	141,117.00	04/84	01/03/89	4	103,485.80
INTERBOX CONNECTORS AND 100-TON	61510	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
TRUCKS	61512	DTTX	141,117.00	03/84	01/03/89	4	103,485.80
	61513	DTTX	141,117.00	04/84	01/03/89	4	103,485.80
	61514	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
	61515	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
	61516	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
	61517	DTTX	141,204.00	11/84	01/03/89	4	103,549.60
	61520	DTTX	141,117.00	04/84	01/03/89	4	103,485.80
	61522	DTTX	139,124.00	02/85	01/03/89	3	111,299.20
							<u>\$1,250,089.60</u>

** VALUE = ORIGINAL COST - (#YEARS/15 X ORIGINAL COST)